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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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'08 CV 1345 LAB AJB

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

SEPHER TORABI d/b/a/ PROTEC AUTO, on Behalf of Himself and All Others Similarly Situated, Plaintiff, v. CHAMPION LABORATORIES, INC., PUROLATOR FILTERS N.A., LLC, HONEYWELL INTERNATIONAL, INC., WIX FILTRATION CORP., THE DONALDSON COMPANY, BALDWIN FILTERS, INC, BOSCH USA, MANN + HUMMELL USA, INC., ARVINMERITOR, INC. and JOHN DOE DEFENDANTS 1-100, Defendants.	**CASE NO.:** **CLASS ACTION** **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

BY FAX

Plaintiff, by his attorneys, brings this civil action for damages and injunctive relief on behalf of himself and all others similarly situated against the above-named Defendants, and demanding a trial by jury, complains and alleges as follows:

I. NATURE OF ACTION

1. This case involves an anticompetitive conspiracy by Defendants or their predecessors, controlled subsidiaries, or affiliates to raise, fix, maintain, and/or stabilize prices in the United States markets for replacement oil, air, fuel and transmission filters ("Filters").

2. Filters are utilized to remove contaminants from combustion engines and related systems. Oil filters remove contaminants from the motor oil used to lubricate an engine's pistons; fuel filters primarily screen dirt and rust particles from an engine's fuel lines; air filters prevent particulate matter from entering an engine's cylinders; and transmission filters ensure the proper functioning of an engine's hydraulic and transmission systems.

3. Filters become less effective over time as contaminants are filtered out of the respective engine systems, and they are designed to be replaced periodically. As previously noted, this case involves a conspiracy which affected the markets for replacement Filters. Replacement Filters are purchased to replace original equipment filters.

4. Filters are primarily purchased from vendors of automotive parts.

5. This case arises in part from a sworn affidavit executed on March 25, 2008 by a former employee of two of the Defendants in litigation pending in the Southern District of Illinois against Defendant Champion. Champion Laboratories, Inc. v. Burch, 06-CV-4031 (JPG) (S.D. Ill.). As described below, this affidavit and additional specific allegations detail Defendants' price-fixing conspiracy. (A copy of the affidavit is attached hereto as exhibit "A.").

6. Many of the allegations contained herein, particularly those with respect to the specifics of a meeting between the Defendants, are based on alleged recorded conversations and the personal knowledge of this former employee, a former National Accounts and Division Sales Manager of Defendant Champion.

7. Upon information and belief, this former employee will testify that Defendants conspired and agreed to coordinate prices, rig bids, and allocate customers from at least January 1, 1999 to the present (the "Class Period").

8. As a Division Sales Manager responsible for monitoring and coordinating terms of sales, the former employee was privy to, among other things, exchanges of confidential pricing materials by which Defendants unlawfully agreed to the timing and magnitude of price increases throughout the Class Period.

9. Because of Defendants' wrongful conduct, Plaintiff and the other members of the Class defined below paid artificially inflated prices for Filters, thereby suffering antitrust injury to their business and property.

II. JURISDICTION AND VENUE

10. This complaint is filed under Section 16 of the Clayton Act (15 U.S.C. §26) to obtain injunctive relief for violations of Section 1 of the Serman Act (15 U.S.C. §1), to recover damages under state antitrust and consumer protection laws, and to recover the costs of suit, including reasonable attorneys' fess, for the injuries that Plaintiff and all others similarly situated sustained as a result of the Defendants' violations of those laws.

11. The Court has jurisdiction over the federal claim under 28 U.S.C. §§1331 and 1337. The Court has jurisdiction over the state law claims under 28 U.S.C. §§1367 because those claims are so related to the federal claim that they form part of the same case or controversy. The Court also has jurisdiction over the state law claims under 28 U.S.C. §1332 because the amount in controversy for the Class exceeds $5,000,000, and there are members of the Class who are citizens of a different state than Defendants.

12. Venue is proper in this District under 15 U.S.C. §22 and 28 U.S.C. §1391 because Defendants transact business within this District, and a substantial part of the events giving rise to the claims arose in this District.

13. The activities of Defendants and their co-conspirators, as described herein, were within the flow of, were intended to have a substantial effect on, and did have a substantial effect on the foreign and interstate commerce of the United States.

II. PARTIES

A. PLAINTIFF

14. Plaintiff Sepher Torabi, d/b/a Protec Auto, a California resident, indirectly purchased Filters from one or more of the Defendants during the Class Period, for end use and not for resale, and was injured as a result of Defendants' illegal conduct.

B. DEFENDANTS

15. Defendant Champion Laboratories, Inc. ("Champion") is a corporation headquartered at 200 S. Fourth Street, Albion, Illinois 62806.

16. Defendant Purolator Filters N.A., LLC, is a corporation headquartered in Fayetteville, North Carolina with a mailing address listed with the North Carolina Secretary of State as 2800 South 25th Avenue, Broadview, Illinois 60565. Purolator Filters N.A., LLC is a joint venture between Bosch USA and Mann + Hummel USA, Inc.

17. Defendant Bosch USA is headquartered at 2800 S. 25th Avenue, Broadview, Illinois 60155.

18. Defendant Mann + Hummel USA, Inc. is headquartered at 6400 S. Sprinkle Road, Portage, Michigan 49002.

19. Defendant ArvinMeritor, Inc. is headquartered at 2135 West Maple Road, Troy, Michigan 48084. ArvinMeritor, Inc. owned Purolator Filters N.A., LLC from January 1999 through March 2006, at which point it sold Purolator Filters N.A., LLC to Bosch USA and Mann + Hummel USA, Inc. Purolator Filters N.A., LLC, Bosch USA, Mann + Hummel USA, Inc., and ArvinMeritor, Inc. are hereinafter collectively referred to as "Purolator."

20. Defendant Honeywell International is headquartered at 101 Columbia Road, Morristown, New Jersey, 07962.

21. Defendant Wix Filtration Corp., LLC ("Wix") is headquartered in Gastonia, North Carolina and has a mailing address of 1101 Technology Drive, Ann Arbor, Michigan 48108.

22. Defendant Honeywell International, Inc. ("Honeywell") is headquartered at 101 Columbia Road, Morristown, New Jersey 07962.

23. Defendant Cummins Filtration, Inc. ("Cummins") is headquartered at 2931 Elm Hill Pike, Nashville, Tennessee 37214.

24. Defendant The Donaldson Company ("Donaldson") is a corporation headquartered at 1400 W 94th Street, Minneapolis, Minnesota 55431.

25. Defendant Baldwin Filters, Inc. ("Baldwin") is headquartered at 4400 E Highway 30, Kearney, Nebraska 68848.

IV. CLASS ACTION ALLEGATIONS

26. Plaintiff brings this action on behalf of himself and all others similarly situated, as a class action under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure. Plaintiff represents three separate classes, defined as:

a. The "Nationwide Class": All persons who purchased Filters in the United States indirectly and not for resale from the Defendants or any of their parents, affiliates, subsidiaries, or predecessors in interest, at any time during the period from January 1, 1999 through and until the date the illegal conduct ceases.

b. The "Antitrust Damages Class": All persons or entities who purchased Filters in any of the following States indirectly and not for resale from the Defendants or any of their parents, affiliates, subsidiaries, or predecessors in interest, at any time during the period from January 1, 1999 through and until the date the illegal conduct ceases: Alabama, Arizona, California, District of Columbia, Hawaii, Iowa, Kansas, Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Pennsylvania, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin (the "Antitrust Damages Class Jurisdictions").

c. The "Consumer Protection Class": All persons or entities who purchased Filters in any of the following States indirectly and not for resale from the Defendants or any of their parents, affiliates, subsidiaries, or predecessors in interest, at any time during the period from January 1, 1999 through and until the date the illegal conduct ceases: Alaska, Arkansas, California, District of Columbia, Florida, Hawaii, Idaho, Kansas, Louisiana, Maine, Montana, Nebraska, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, Utah, Vermont, West Virginia, and Wyoming (the "Consumer Protection Class Jurisdictions").

Collectively, the Nationwide Class, the Antitrust Damages Class, and the Consumer Protection Class are referred to as the "Classes." Excluded from the Classes are Defendants, their officers, directors, management, employees, subsidiaries, or affiliates and all entities owned by the federal government. Members of the Classes are collectively referred to as the "Class Members."

27. Each Class is so numerous that joinder of all members is impracticable. Due to the nature of the trade or the commerce involved, Plaintiff believes that the members of the Class are geographically dispersed throughout the United States, and that joinder of all Class Members would be impracticable. While the exact number of Class Members is unknown to Plaintiff at this time, Plaintiff believes that there are, at least, thousands of members of the Classes and that their identities can be learned from Defendants' and their co-conspirators' books and records.

28. Plaintiff's claims are typical of the claims of the other members of the Classes. Plaintiff and members of the Classes purchased Filters at artificially maintained, non-competitive prices established by the actions of Defendants and their unnamed co-conspirators in connection with the restraint of trade alleged herein. Plaintiff and members of the Classes have all sustained damage in that they paid inflated prices for the Filters due to Defendants' conduct in violation of state and federal law as complained of herein.

29. Plaintiff will fairly and adequately protect the interests of the Class Members and has retained counsel competent and experienced in class action and antitrust litigation.

30. Common questions of law and fact exist as to all Class Members which predominate over any questions affecting solely individual members of the Classes. Among the questions of law and fact common to the Classes are:

a. Whether Defendants and their co-conspirators engaged in a conspiracy to fix, raise, maintain, or stabilize the price of Filters;

b. Whether the combination or conspiracy caused the price of Filters to be higher than they would have been absent Defendants' conduct;

c. Whether Defendants undertook actions to conceal the unlawful conspiracies, contracts, or combinations described herein;

d. Whether Defendants' conduct violated the relevant antitrust laws, consumer protection laws, and common law; and

e. Whether Defendants conduct caused injury to the business and property of Plaintiff and the Classes and, if so, the proper measure of damages.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all Class Members is impracticable. The prosecution of separate actions by individual Class Members would impose heavy burdens upon the courts and Defendants, and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the Classes. A class action, on the other hand, will achieve substantial economies of time, effort, and expense, and would assure uniformity of decision as to persons similarly situated without sacrificing procedural fairness or bringing about other undesirable results.

32. The interest of Class Members in individually controlling the prosecution of separate actions is theoretical rather than practical. The Classes have a high degree of cohesion, and prosecution of the action through representatives would be unobjectionable. The amounts at stake for Class Members, while substantial in the aggregate, are not great enough individually to enable them to maintain separate suits against Defendants. Plaintiff does not anticipate any difficulty in the management of this action as a class action.

V. FACTUAL ALLEGATIONS

A. OVERVIEW OF THE FILTERS MARKET

33. Oil, air, fuel, and transmission filters are primarily sold in two separate channels: (i) to Original Equipment Manufacturers ("OEM") and (ii) to aftermarket sellers of replacement Filters ("Aftermarket Sellers").

34. OEMs purchase filters for use in connection with new vehicles. These filters are installed in vehicles during the production process.

35. Aftermarket Sellers purchase Filters directly from Defendants for wholesale or retail sale to the public, either (i) in connection with professional services rendered to an indirect purchaser (for example, an oil filter sold to a customer as part of an oil change) or (ii) for individuals to replace their own filters.

36. Defendants are the primary manufacturers of Filters purchased by Aftermarket Sellers, and this litigation involves a conspiracy to fix the prices for replacement Filters bought by these direct purchasers and sold to indirect purchasers.

37. The United States Filters markets are highly concentrated, with just a handful of major producers manufacturing and producing these products. This concentration, as well as interlocking business arrangements, assisted Defendants in successfully implementing their conspiracy. For example, in April 2006, Defendant ArvinMeritor sold Defendant Purolator to Defendants Bosch and Mann + Hammel. Defendants Bosch and Mann now operate Defendant Purolator as a joint venture. Mann + Hummel CEO Dieter Seipler has stated that "it was a natural alliance because Bosch is a major private-brand customer for Mann + Hummel in Europe and in other regions of the world."

38. Annual revenues for Filters markets in the United States are approximately $3 billion to $5 billion.

B. DEFENDANTS' UNLAWFUL CONDUCT

39. Beginning at least as early as January 1, 1999 and continuing thereafter, Defendants and their co-conspirators participated in a continuing agreement, combination, and conspiracy to artificially fix, raise, maintain, or stabilize prices for Filters in the United States. Defendants acted in furtherance of their scheme by, among other things, (i) having their officers and/or representatives meet at industry trade shows and other locations to set prices and (ii) exchanging confidential information regarding pricing.

40. As a result of their unlawful actions, Defendants were able to force coordinated price increases on the Filters markets.

41. Defendants' unlawful conduct took many forms, including, but not limited to:

a. attending meetings and/or otherwise exchanging information regarding the pricing and sale of Filters;

b. selling Filters to customers at collusive and non-competitive prices;

c. agreeing to sell Filters at specified, pre-arranged prices;

d. agreeing not to compete for each other's customers;

e. accepting payment at non-competitive prices;

f. giving actual and/or apparent authority to employees' participation in furtherance of the wrongful conduct; and

b. fraudulently concealing the wrongful conduct.

42. Specific allegations of Defendants' unlawful conduct include, but are not limited to:

a. On June 28, 1999 a Purolator executive faxed an executive at Honeywell a letter which announced a 6% increase on all Purolator-branded filters effective August 15, 1999, but did not send a price increase notification to Purolator's customers until July 1999.

b. At a trade convention called the Heritage Show in May 1999, representatives of Defendants agreed in person, on behalf of their respective employers, to raise prices for Filters, and Defendants later raised prices in accordance with the wrongful agreements reached at the Heritage Show.

c. In February 2004, Champion's President informed his sales team that Champion was about to raise prices and told them to make sure Champion's "competitors" were aware of the increase and adjusted their prices accordingly, both in timing and amount, pursuant to wrongful agreements previously reached, which the employees accomplished by meeting with Defendants' representatives.

d. In 2004, an internal Champion e-mail with the subject line "Price Increases" confirmed that the other Defendants were in agreement regarding a coordinated price increase.

e. Pursuant to the unlawful agreement, Defendants each instituted similar price increases, in amounts of approximately 4-6%, at the same times.

43. Upon information and belief, Defendants engaged in repeated in-person meetings to further their anti-competitive scheme. Many of these meetings occurred at the annual Filter Manufacturers Council Meeting in Nashville, Tennessee. The Filter Manufacturers Council is a trade organization comprised of Defendants and other industry participants.

44. On January 19, 2006, William G. Burch, a former employee of both Purolator N.A., LLC and Champion Laboratories, Inc. ("Champion"), filed a complaint against Champion in state court in Tulsa, Oklahoma alleging, among other things, that Mr. Burch was wrongfully terminated from his employment with Champion for knowing about, and subsequently reporting to authorities, the antitrust violations alleged in the Pending Actions. This complaint was removed to federal court

and then transferred to Illinois for consolidation with a subsequently filed action, Champion Labs., Inc. v. Burch, 06-CV-4031 (JPG) (S.D. Ill.), which is currently set for trial in September 2008.

45. On March 25, 2008, Burch, a former National Accounts and Division Sales Manager for Defendant Champion, executed an Affidavit under oath in connection with the Champion Labs case. This affidavit, which was made on the basis of personal knowledge, stated as follows:

a. Burch "became aware that Champion was involved with their competitors in activities that constitute price-fixing. For example, Champion provided information concerning price increases to competitors before it provided that information to consumers or to the general public. Champion was also given advance information about price increases by its competitors. Further information is set forth accurately and in detail in the mediation statement dated September 21, 2007, that I understand will be filed under seal in this case."

b. Burch also stated that "[d]uring the time I worked for Champion, I was directed by Champion to conduct discussions regarding 'pricing' with employees of competitors of Champion. I refused to conduct those discussions."

46. Defendants' wrongful conduct in manipulating prices was undertaken in order to charge artificially inflated prices for Filters.

47. Defendants' wrongful conduct deprived Plaintiff and Class Members of the ability to transfer their business in response to price increases.

48. Had Defendants not engaged in the illegal conduct alleged herein, Plaintiff and the Class Members would have been able to purchase Filters that were competitively priced.

V. TRADE AND COMMERCE

49. Throughout the Class Period, there has been a continuous and uninterrupted flow of transactions in and shipments of Filters in interstate commerce throughout California and the United States.

50. The unlawful activities of Defendants and the unnamed co-conspirators have been within the flow of, and have had a substantial and reasonably foreseeable effect on California commerce.

VI. EFFECTS ON COMPETITION

51. Defendants' unlawful conduct has stifled competition in Filters markets and has had a direct, substantial, and adverse effect on competition by artificially increasing prices and stifling innovation in California and the United States.

VII. CO-CONSPIRATORS

52. Defendants John Doe 1-100 are presently not ascertainable by Plaintiff and their true identities are within the exclusive knowledge of Defendants. The Complaint in this action will be amended when their true identities are known.

53. The acts alleged in this Complaint have been performed by Defendants and their co-conspirators, or were authorized, ordered or completed by their respective officers, employees, or representatives, while actively engaged in the management of Defendants' companies.

54. Each of the Defendants named herein acted as an agent or trustee with respect to the acts, violations, and common course of conduct alleged herein.

VIII. DAMAGES

55. As a consequence of Defendants' antitrust violations, Plaintiff and the Classes have sustained substantial losses and damages to their property in the form of overcharges for Filters. Plaintiff and the Classes are threatened with further injury unless Defendants are enjoined from continuing the unlawful conduct alleged herein and from entering into any other combinations, conspiracies or agreements having similar purposes and effects. All Class Members were affected in the same manner by Defendants' anticompetitive conduct.

IX. ALLEGATIONS OF ANTITRUST INJURY TO PLAINTIFF AND THE CLASSES

56. Due to Defendants' price-fixing and market-allocation activities, Filters prices increased illegally in the United States despite fluctuations in the cost of production.

57. During the Class Period, Filters prices in the United States did not follow the laws of supply and demand existing in competitive markets.

58. Defendants' arrangement, contract, or agreement to fix, raise, maintain, or stabilize the prices of Filters marketed, distributed, or sold in the United States and to manipulate and allocate the market for Filters marketed, distributed, or sold in the United States had the following effects:

a. The price of Filters indirectly purchased by Plaintiff and the Class Members was fixed, raised, maintained, and stabilized at inflated, artificial and non-competitive levels;

b. Plaintiff and the Class Members paid higher prices for Filters than they would have paid in the absence of the conspiracy alleged herein;

c. The actions of Defendants and their co-conspirators relating to price-fixing and market-allocation conspiracy were perpetrated against and affected commerce throughout the United States. Accordingly, the actions of Defendants and their co-conspirators substantially affected interstate commerce.

59. During the Class Period, Plaintiff and the Class Members indirectly purchased millions of dollars of Filters from Defendants. By reason of Defendants' violations of the Cartwright Act, Plaintiff and the Class Members paid significantly more for Filters than they would have paid in the absence of Defendants' illegal combination and conspiracy, and, as a result, Plaintiff and the Class Members were injured and have suffered damages in an amount presently undetermined.

X. FRAUDULENT CONCEALMENT AND EQUITABLE TOLLING

60. Defendants fraudulently concealed their participation in the conspiracy alleged herein by, among other things, engaging in secret meetings and communications in furtherance of the conspiracy, and by holding themselves out as competitors to the public, to Plaintiff, and to the Classes. Because of such fraudulent concealment, and the fact that a price fixing conspiracy is inherently self-concealing, Plaintiff and the Classes could not have discovered the existence of the conspiracy any earlier than its public disclosure.

61. Defendants and their co-conspirators actively, intentionally, and fraudulently concealed the existence of the arrangement, contract or agreement to fix, raise, maintain or stabilize the prices of Filters marketed, distributed or sold in the United States and to manipulate and allocate the market for Filters distributed, marketed or sold in the United States. As a result of Defendants'

active, intentional, and fraudulent concealment, Plaintiff alleges that the statute of limitations governing this action has been tolled.

XI. CAUSES OF ACTION

COUNT ONE:

VIOLATION OF SECTION 1 OF THE SHERMAN ACT

62. Plaintiff realleges and incorporates by reference all previous allegations in this Complaint with the same force and effect as if fully stated herein.

63. Beginning at a time presently unknown to Plaintiff, but at least as early as January 1, 1999 and continuing through the present, Defendants and their co-conspirators entered into a continuing agreement, understanding, and conspiracy in restraint of trade to artificially raise, fix, maintain, and/or stabilize prices for Filters in the United States, in violation of Section 1 of the Sherman Act (15 U.S.C. §1).

64. In formulating and carrying out the alleged agreement, understanding, and conspiracy, the Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices, and course of conduct set forth above, in order to fix, raise, maintain, and stabilize the price of Filters.

65. The combination and conspiracy alleged herein has had the following effects, among others:

a. Price competition for the sale of Filters has been restrained, suppressed, and/or eliminated in the United States;

b. Prices for Filters sold by Defendants and their co-conspirators have been fixed, raised, maintained, and stabilized at artificially high, non-competitive levels throughout the United States; and

c. Those who purchased Filters directly or indirectly from Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

66. Plaintiff has been injured and will continue to be injured by paying more for Filters purchased indirectly from the Defendants and their co-conspirators than he would have paid and will pay in the absence of the combination and conspiracy.

67. Plaintiff and the Classes are entitled to injunction against Defendants, preventing and restraining the violations alleged herein.

COUNT TWO:

VIOLATION OF THE CALIFORNIA CARTWRIGHT ACT

68. Plaintiff realleges and incorporates by reference all previous allegations in this Complaint with the same force and effect as if fully stated herein.

69. The foregoing conduct of Defendants was directed at indirect purchasers in California and has substantially affected trade and commerce in California.

70. Beginning at a time presently unknown to Plaintiff, but at least as early as January 1, 1999, and continuing thereafter through the present, Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in restraint of trade and commerce described above in violation of Section 16720, California Business and Professional Code. Defendants, and each of them, have acted in violation of Section 16720 to fix, raise, stabilize and maintain prices of, and allocate markets for, Filters at supra-competitive levels.

71. The aforesaid violations of Section 16720, California Business and Professions Code, consisted, without limitation, of a continuing unlawful trust and concert of action among the Defendants and their co-conspirators, the substantial terms of which were to fix, raise, maintain and stabilize the prices of, and to allocate markets for, Filters.

72. In formulating and carrying out the alleged agreement, understanding, and conspiracy, the Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices and course of conduct set forth above, in order to fix, raise, maintain, and stabilize the price of Filters.

73. The combination and conspiracy alleged herein has had the following effects, among others:

a. Price competition for the sale of Filters has been restrained, suppressed, and/or eliminated in California;

b. Prices for Filters sold by Defendants and their co-conspirators have been fixed, raised, maintained, and stabilized at artificially high, non-competitive levels throughout California; and

c. Those who purchased Filters directly or indirectly from Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

74. Plaintiff and the other members of the Antitrust Damages Class paid supra-competitive, artificially inflated prices for Filters.

75. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the members of the Antitrust Damages Class have been injured in their business and property in that they paid more for Filters than they otherwise would have paid in the absence of Defendants' unlawful conduct. As a result of Defendants' violation of Section 16720 of the California Business and Professions Code, Plaintiff seeks treble damages and the costs of suit, including reasonable attorneys' fees, pursuant to Section 16750(a) of the California Business and Professions Code.

COUNT THREE:

VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW

76. Plaintiff realleges and incorporates by reference all previous allegations in this Complaint with the same force and effect as if fully stated herein.

77. The foregoing conduct of Defendants was directed at indirect purchasers in California and has substantially affected trade and commerce in California.

78. Beginning on a date unknown to Plaintiff, but at least as early as January 1, 1999, and continuing thereafter at least up through the present, Defendants committed and continue to commit acts of unfair competition, as defined by Section 17200, et seq. of the California Business and Professions Code, by engaging in the acts and practices specified above.

79. This Claim is instituted pursuant to Sections 17203 and 17204 of the California Business and Professions Code, to obtain restitution from these Defendants for acts, as alleged herein, that violated Section 17200 of the California Business and Professions Code, commonly known as the Unfair Competition Law.

80. The Defendants' conduct as alleged herein violated Section 17200 of the California Business and Professions Code. The acts, omissions, misrepresentations, practices and non-disclosures of Defendants, as alleged herein, constituted a common continuous and continuing course of conduct of unfair competition by means of unfair, unlawful, and/or fraudulent business acts or practices within the meaning of California Business and Professions Code, Section 17200, et seq., including, but not limited to:

a. The violations of Section 1 of the Sherman Act, as set forth above;

b. The violations of Section 16720, et seq., of the California Business and Professions Code, as set forth above;

c. Defendants acts, omission, misrepresentations, practices, and non-disclosures, as described above, whether or not in violation of Section 16720, et seq. of the California Business and Professions Code, and whether or not Defendants' concerted or independent acts are otherwise unfair, unconscionable, unlawful, or fraudulent.

d. Defendants' acts and practices are unfair to consumers of Filters in the State of California within the meaning of Section 17200 of the California Business and Professions Code; and

e. Defendants' acts and practices are fraudulent or deceptive within the meaning of Section 17200 of the California Business and Professions Code.

81. Plaintiff and each of the Consumer Protection Class members are entitled to full restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of such business acts or practices.

82. The illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future.

83. The unlawful and unfair business practices of Defendants, and each of them, as described above, have caused and continue to cause Plaintiff and the members of the Consumer Protection Class to pay supra-competitive and artificially inflated prices for Filters. Plaintiff and members of the Consumer Protection Class suffered injury in fact and lost money or property as a result of such unfair competition.

84. The conduct of Defendants as alleged in this Complaint violates Section 17200 of the California Business and Professions Code.

85. As alleged in this Complaint, Defendants and their co-conspirators have been unjustly enriched as a result of their wrongful conduct and by Defendants' unfair competition. Plaintiff and the members of the Class are accordingly entitled to equitable relief including restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of such business practices, pursuant to the California Business and Professions Code, Section 17203 and 17204.

COUNT FOUR:

VIOLATION OF STATE ANTITRUST AND UNFAIR COMPETITION LAWS

86. Plaintiff realleges and incorporates by reference all previous allegations in this Complaint with the same force and effect as if fully stated herein.

87. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Alabama Code §§6-5-60 et seq. and §§8-10-1 et seq.

88. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Arizona Rev. Stat. §44-1401 et seq.

89. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of District of Columbia Code Ann. §§28-4501 et seq.

90. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Hawaii Rev. Stat. §§480-1 et seq.

91. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Iowa Code Ch. 553, §§553.1 et seq.

92. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Kansas Stat. Ann. §§50-101 et seq. and §§50-801 et seq.

93. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Maine Rev. Stat. Ann. 10, §§1101 et seq.

94. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Michigan Comp. Laws Ann. §§445.771 et seq.

95. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Minnesota Stat. §§325D.49 – 325D.66.

96. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Mississippi Code Ann. §§ 75-21-1 et seq. and §§75-24-1 et seq.

97. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Nebraska Rev. Stat. §§59-801 et seq.

98. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Nevada Rev. Stat. Ann. §§598A et seq.

99. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of New Jersey S.A. §56:8-1 et seq.

100. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of New Mexico Stat. Ann. §§57-1-1 et seq.

101. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of North Carolina Gen. Stat. §§75-1, 75-1.1, and 75-2.

102. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of North Dakota Cent. Code §§51-08.1-01 et seq.

103. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Pennsylvania common law.

104. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of South Dakota Codified Laws Ann. §§37-1 et seq.

105. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Tennessee Code Ann. §§47-25-101 et seq.

106. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Vermont Stat. Ann. Title 9, Ch. 63 §§2453 et seq.

107. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of West Virginia Code §§47-18-1 et seq.

108. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Wisconsin Stat. Ann. §§133.01 et seq.

109. Antitrust Damages Class members in each of the states listed above paid supra-competitive, artificially inflated prices for Filters. As a direct and proximate result of Defendants' unlawful conduct, such members of the Antitrust Damages Class have been injured in their business and property in that they paid more for Filters than they otherwise would have paid in the absence of Defendants' unlawful conduct.

COUNT FIVE:

VIOLATION OF STATE CONSUMER PROTECTION AND UNFAIR COMPETITION LAWS

110. Plaintiff realleges and incorporates by reference all previous allegations in this Complaint with the same force and effect as if fully stated herein.

111. Defendants engaged in unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of the state consumer protection and unfair competition statutes listed below.

112. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Alaska Stat. §§45.50.471 et seq.

113. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Arkansas Code §§4-88-101 et seq.

114. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of District of Columbia Code §§28-3901 et seq.

115. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Florida Stat. §§501.201 et seq.

116. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Hawaii Rev. Stat. §§480 et seq.

117. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Idaho Code §§48-601 et seq.

118. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Kansas Stat. §§50-623 et seq.

119. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Louisiana Rev. Stat. §§51:1401 et seq.

120. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 5 Maine Rev. Stat. §§207 et seq.

121. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Montana Code §§30-14-101 et seq.

122. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Nebraska Rev. Stat. §§59-1601 et seq.

123. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of New Mexico Stat. §§57-12-1 et seq.

124. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of New York Gen. Bus. Law §§349 et seq.

125. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of North Carolina Gen. Stat. §§75-1.1 et seq.

126. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Oregon Rev. Stat. §§646.605 et seq.

127. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Rhode Island Gen. Laws §§6-13.1-1 et seq.

128. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of South Carolina Code Laws §§39-5-10 et seq.

129. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Utah Code §§13-11-1 et seq.

130. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 9 Vermont §§2451 et seq.

131. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of West Virginia Code §§46A-6-101 et seq.

132. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Wyoming Stat. §40-12-105.

133. Consumer Protection Class members in the states listed above paid supra-competitive, artificially inflated prices for Filters. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the members of the Consumer Protection Class have been injured in that they paid more for Filters than they otherwise would have paid in the absence of Defendants' unlawful conduct.

COUNT SIX:

UNJUST ENRICHMENT AND DISGORGEMENT OF PROFITS

134. Plaintiff realleges and incorporates by reference all previous allegations in this Complaint with the same force and effect as if fully stated herein.

135. Defendants have been unjustly enriched through overpayments by Plaintiff and the Nationwide Class members and the resulting profits.

136. Under common law principles of unjust enrichment, Defendants should not be permitted to retain the benefits conferred via overpayments by Plaintiff and Nationwide Class members.

137. Plaintiff seeks disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiff and Nationwide Class members may seek restitution.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

A. That the Court determine that this action may be maintained as a class action under Rules 23(a), 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure, that Plaintiff be appointed as interim class representatives and that Plaintiff' counsel be appointed as interim counsel for the Classes;

B. That this Court declare, adjudge and decree that Defendants have committed violations of federal and state antitrust laws and common law as alleged herein;

C. That Defendants be enjoined from continuing to violate federal antitrust laws as alleged herein;

D. That Plaintiff and the Classes recover damages, as provided by the applicable statutes;

E. That Plaintiff and the Classes recover their costs of the suit; and

F. That the Court award such other and further relief as it deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial in this action for all the claims so triable.

Dated: July 25, 2008

Michael D. Braun
BRAUN LAW GROUP, P.C.

By: ______________________
Michael D. Braun
12304 Santa Monica Blvd.
Suite 109
Los Angeles, CA 90025
Tel: (310) 442-7755
Fax: (310) 442-7756

Liaison Counsel for Plaintiff and the Putative Class

Brian D. Brooks
MURRAY, FRANK & SAILER LLP
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Counsel for Plaintiff and the Putative Class

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS, BENTON DIVISION

CHAMPION LABORATORIES, INC, a Delaware corporation, Plaintiff, vs. WILLIAM G. BURCH, Defendant.	)	Case No.: 06-4031JPG

AFFIDAVIT OF WILLIAM G. BURCH

COUNTY OF TULSA)
) ss.
STATE OF OKLAHOMA)

WILLIAM G. BURCH, being of lawful age and first duly sworn, hereby deposes and states as follows:

1. This affidavit is made on the basis of direct personal knowledge.

2. I went to work for Champion Laboratories, Inc. ("Champion") in 1999 as National Accounts Manager. Later, my position was changed to Division Sales Manager.

3. During the time that I worked for Champion, I never had a written contract. I was always an "at will" employee.

4. During the time that I worked for Champion, I became aware that Champion was engaged in activities that violated federal law, Oklahoma law and Oklahoma public policy.

5. In particular, I became aware that Champion was involved in activities with Champion's competitors that constitute price-fixing. For example, Champion

EXHIBIT
A

provided information concerning price increases to competitors before it provided that information to consumers or to the general public. Champion was also given advance information about price increases by its competitors. Further information is set forth accurately and in detail in the mediation statement dated September 21, 2007, that I understand will be filed under seal in this case (the "Mediation Statement"). *See* Mediation Statement at 3-8.

6. In addition, I became aware that Champion was discriminating in price between different purchasers of commodities of like grade and quality. Further information is set forth accurately and in detail on pages 3-8 of the Mediation Statement.

7. During the time that I worked for Champion, I was directed by Champion to conduct discussions regarding "pricing" with employees of competitors of Champion. I refused to conduct those discussions. I objected to price discrimination being conducted by Champion. *See* Mediation Statement at 3-8.

8. Before I worked for Champion, I worked for Purolator Products Company ("Purolator"). *See* Mediation Statement at 3. In my employment negotiations with Champion, I talked with Champion's Senior Vice President (John Evans) and Sales Director (Al Henager). Evans and Henager told me that they would have to "work with me" to (a) give me a car allowance comparable to that paid by Purolator and (b) underwrite the expense of my small home office. They told me to make creative use of my expense account to cover the amount of my car payments and home office (approximately $450.00 per month). While I was not comfortable with this arrangement, I thought that Evans and Henager were authorized to compensate me in whatever manner they saw fit. *See* Mediation Statement at 1.

9. On July 10, 2000, Henager came to Tulsa for dinner at my house. The sole purpose of his trip was to inspect my home office and to obtain receipts for the home office and the monthly car payment. Henager had dinner with my wife, my children and me and left Tulsa the next day. There were no customer meetings. No other company business was conducted. *See* Mediation Statement at 1.

10. I attempted to cover my home office expenses and my car allowance by submitting expense reports for imaginary drives to Bentonville, Arkansas. It was difficult to cover the expenses. I complained to Evans and Henager. *See* Mediation Statement at 2.

11. Eventually, Evans told me that he would personally make sure that I could directly purchase full fare air tickets without going through the Champion travel agent. This procedure–self-booking of airfare—was set up by Evans in direct violation of Champion's travel policy. That policy provided that: "The actual cost of air or land transportation will be allowed and should be secured through a travel agency approved by the corporation." *See* Mediation Statement at 2.

12. Evans' plan allowed me to drive to the customers, submit expense reports for flights I did not take, and pocket the difference, as needed, to cover non-reimbursed home office and car expenses. I complained to my wife and to my friend Pat Donica that I was never comfortable with the Evans' plan. *See* Mediation Statement at 2.

13. On January 13, 2006, I was called to Champion headquarters in Albion, Illinois. The ostensible purpose of the meeting was to have a meeting with Evans regarding my Firestone account. The people setting up the meeting told me twice to

bring my computer because of a new company software they wanted to install. *See* Mediation Statement at 2.

14. When I arrived at Champion headquarters for the meeting on January 13, 2006, I was surprised to meet with a controller from Champion and an FBI agent. The FBI agent immediately confronted me with allegations of embezzlement through my expense account. *See* Mediation Statement at 2.

15. I told the FBI agent that the activity with the expense accounts had been authorized by Champion employees—Evans and Henager. Disbelieving my explanation, the FBI agent asked what other illegal activities Champion had asked me to do. I told the FBI agent, "Well, there was the price fixing." At this point, the Champion controller turned white and ran from the room, leaving me alone with the FBI agent. *See* Mediation Statement at 2.

16. I asked the FBI agent what he would do if he were in my situation. He said that he "couldn't say." When I pressed further, the FBI agent said: "You know that computer of yours they want so bad? I wouldn't give them that because it appears they have bigger problems than you have." *See* Mediation Statement at 2.

17. I turned my computer and all its evidence over to the FBI on Wednesday, January 18, 2006. To my knowledge, the FBI still has the computer. *See* Mediation Statement at 2.

18. I have never been arrested for embezzlement.

19. Following the meeting on January 16, 2006, Champion terminated my employment.

20. As a result of my termination, I have lost salary and incurred expenses in an amount in excess of $75,000.00.

FURTHER AFFIANT SAYETH NOT.

WILLIAM G. BURCH

Subscribed and sworn to before me on this 25th day of March, 2008.

Notary Public

My Commission Expires:

SHARON R. POOLE
CREEK COUNTY
Notary Public in and for
State of Oklahoma
Commission # 00016378
Expires: October 31, 2008

JS 44 (Rev. 12/07)

FILED ORIGINAL

CIVIL COVER SHEET

2008 JUL 25 PM 1:02

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

SEPHER TORABI d/b/a/ PROTEC AUTO, on Behalf of Himself and All Others Similarly Situated,

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Michael D. Braun (167416); Braun Law Group, P.C.; 12304 S. Monica Bl., #109, L.A., CA 90025; 310-442-7755

DEFENDANTS

CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA DEPUTY

CHAMPION LABORATORIES, INC., PUROLATOR FILTERS N.A., LLC, (SEE ATTACHMENT A)

County of Residence of First Listed Defendant State of Illinois
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) '08 CV 1345 LAB AJB

BY FAX

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☒ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Sec. 16 of the Clayton Act (15U.S.C. Sec. 26); Sec. 1 of the Sherman Act (15U.S.C. Sec.1)

Brief description of cause:
Antitrust Issue.

VII. REQUESTED IN COMPLAINT: ☑ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND $ Exceeds 5,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: ☑ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 7/25/2008 SIGNATURE OF ATTORNEY OF RECORD [signature]

FOR OFFICE USE ONLY

RECEIPT # 153378 AMOUNT $350.00 APPLYING IFP JUDGE MAG. JUDGE

PB 07/25/08

ATTACHMENT A TO CIVIL COVER SHEET

HONEYWELL INTERNATIONAL, INC., WIX FILTRATION CORP., THE DONALDSON COMPANY, BALDWIN FILTERS, INC, BOSCH USA, MANN + HUMMELL USA, INC., ARVINMERITOR, INC. and JOHN DOE DEFENDANTS 1-100,

Defendants.

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 153378 - MB

July 25, 2008
13:00:46

Civ Fil Non-Pris
USAO #.: 08CV1345 CIVIL FILING
Judge..: LARRY A BURNS
Amount.: $350.00 CK
Check#.: BC3028895

Total-> $350.00

FROM: SEPHER TORABI DBA PROTEC AUTO
VS CHAMPION LABORATORIES, ET A